

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM
J.S. EDWARDS
FRANCES L. TURNER
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER

312/454-6535

RECORDATION NO.

13056

Filed 1425

April 13, 1981

APR 15 1981 -3 45 PM

1-106A033

File No. A-11446

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Interstate Commerce Commission
Washington, D.C. 20423

APR 15 1981

Date.....

Fee \$.....

ICC Washington, D. C.

Dear Ms. Mergenovich:

Attached for recordation pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended, are three duplicate originals of a Bill of Sale, dated March 27, 1981, by which Continental Illinois National Bank and Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois 60693 hereby assigns, conveys, grants, bargains, sells and transfers to North Western Leasing Company, 400 West Madison Street, Chicago, Illinois 60606, 10 70-ton, 50'6" Class XM Box Cars as described on the attached Schedule "I".

Enclosed is our check in the amount of \$50.00 to cover your recording fee. Please return two originals showing your recordation data.

Very truly yours,

J. S. Edwards
Assistant Secretary

JSE:lc

Encl.

cc: R. D. Smith
G. R. Charles
F. E. Cunningham, Attn: R. DeWitt
M. H. Shumate
R. F. Guenther, Attn: J. James
D. E. Stockham, Attn: P. J. Brod

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BILL OF SALE

INTERSTATE COMMERCE COMMISSION

Continental Illinois National Bank and Trust Company of Chicago ("Seller") for good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns, conveys, grants, bargains, sells and transfers to North Western Leasing Company, its successors and assigns ("Purchaser") all of the right, title and interest of the undersigned in and to the units of railroad equipment described in Schedule I attached hereto and forming a part hereof (the "Equipment").

Seller hereby (i) warrants to the Purchaser that on the date hereof (x) the Seller has indefeasible legal title to each unit of Equipment and good and lawful right to sell the same, and (y) indefeasible legal title to each such unit is hereby vested in Purchaser free of all liens, encumbrances and claims of any nature (including, without limitation, any lien, encumbrance or claim by, through or under National Railway Utilization Corporation or any other person, in whole or in part arising prior to, or as a result of events occurring prior to, the date hereof, whether asserted before, on or after the date hereof, but excluding all liens, encumbrances and claims arising solely as a result of events occurring before or after the date hereof by, through or under Chicago and North Western Transportation Company ("CNW"), and further excluding all liens in favor of Seller arising under or pursuant to a Finance Agreement dated as of July 31, 1980 between Seller, Purchaser and CNW and a Security Agreement thereunder, together with all supplements thereto, and the interest of CNW pursuant to a Lease dated as of July 31, 1980), and (ii) covenants that with respect to each unit of Equipment should said warranty be incorrect (herein called a "Breach") or should any lien, encumbrance or claim (other than those excluded as aforesaid) in whole or in part arising prior to, or as a result of events occurring prior to, the date hereof be asserted at any time after the date hereof (herein called an "Asserted Claim"), Seller will, upon written request of Purchaser, either (a) defend against and/or cure said Breach or Asserted Claim (if any) as the case may be, or (b) at Seller's option upon written notice of election to Purchaser, promptly repurchase such unit of Equipment at a purchase price, equal to \$27,000 minus an amount equal to \$90 times the number of months elapsed since the date hereof to the time of repurchase by Seller, it being expressly understood, however, that prior to performing

NOTHING IN THIS BILL OF SALE SHALL CONSTITUTE A RELEASE OF THE LIEN IN FAVOR OF SELLER PURSUANT TO THE FINANCE AGREEMENT DATED AS OF JULY 31, 1980 AND THE SECURITY AGREEMENT DATED AS OF JULY 31, 1980, AS SUPPLEMENTED BY A SUPPLEMENT DATED AS OF AN EVEN DATE HERewith, ABOVE REFERRED TO, AND SUCH LIEN SHALL CONTINUE IN FULL FORCE AND EFFECT.

under the above repurchase provision Seller will reasonably defend in good faith against any Breach or Asserted Claim (if any) of said warranty hereunder unless Seller determines in good faith that the cost of such defense and the possibility of success and/or the cost of any settlement or cure is likely to result in Seller having to expend an amount exceeding that which is scheduled in the repurchase provision referenced above. If Seller determines it shall not defend, settle for or cure any Breach or Asserted Claim of said warranty, Seller shall give Purchaser written notice if and when Seller so determines it shall not defend, settle for or cure any Breach or Asserted Claim of said warranty and Purchaser shall have the right to take up such defense on its own behalf or for that of Seller and should Purchaser take up such defense or attempt to settle for or cure any Breach or Asserted Claim of said warranty and be successful in such defense or achieve a settlement or cure, Seller shall promptly reimburse Purchaser for any amounts paid, including all reasonable costs and expenses incurred, in achieving such successful defense or achieving such settlement or cure but in no event shall such reimbursement exceed the amount scheduled under the above repurchase provision. If Purchaser is unsuccessful in such defense or attempt to achieve a settlement or cure, Seller shall not be obligated to reimburse Purchaser for any amounts paid, whether as costs and expenses incurred in such defense or attempt to achieve a settlement or cure or otherwise and Seller's obligation shall be limited to the amount scheduled under the above repurchase provision. The amount payable by Seller to Purchaser under the above scheduled repurchase provision shall be reduced by the amount expended by Seller in any defense by Seller or in achieving a settlement or cure, as aforesaid, and by the amount reimbursed by Seller to Purchaser in any defense, settlement or cure by Purchaser, as aforesaid. By its acceptance hereof, Purchaser warrants that concurrently with any such repurchase by Seller, the Purchaser will assign and transfer to Seller all of its interest in the Equipment so repurchased (less any additions, modifications or improvements theretofore made at Purchaser's expense provided removal thereof shall not damage such Equipment) and shall furnish to Seller a duly executed bill of sale, it being understood that Purchaser warrants it will transfer to Seller title to the Equipment so repurchased which shall be at least as good as the title originally transferred to Purchaser by Seller. Purchaser further warrants that Equipment repurchased by Seller hereunder will be in good order and operating condition, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances whatsoever other than any covered by Seller's warranty hereunder, as aforesaid. Seller may pay the repurchase price in cash or apply the amount of such repurchase price toward reduction of any obligations, if any, then owing by Purchaser to Seller, in such order of application as Seller shall elect. Upon


repurchase by Seller of any Equipment, Purchaser agrees that at Seller's expense it will take such action requested by Seller to deliver such Equipment to Seller or such other person as may be designated by Seller.

In no event shall Seller be liable or responsible in any manner for consequential damages of any nature whatsoever (whether arising from lost profits or otherwise) it being understood that Seller's obligations hereunder are limited to the defense and/or curing of title requirements, or Equipment repurchase obligations as aforesaid. Seller shall, however, be responsible for sundry out-of-pocket costs, freight and otherwise, incurred by Purchaser arising out of a repurchase of Equipment by Seller and for the marking and painting costs originally incurred by Purchaser pursuant to a Repair and Sale Agreement dated as of July 1, 1980 and not previously paid for by Seller.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by a duly authorized officer of Seller this 27th day of March, 1981.

ATTEST: Sanford L. Wax
BANKING OFFICER

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By 
Its Vice President

ACCEPTED:

NORTH WESTERN LEASING COMPANY

By 
Its VICE PRESIDENT

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SCHEDULE I

<u>TYPE</u>	<u>BUILDER</u>	<u>BUILDER'S SPECIFICATIONS</u>	<u>QUANTITY</u>	<u>ROAD NUMBERS (BOTH INCLUSIVE)</u>	
				<u>NSL</u>	<u>CNW</u>
70 Ton	Whittaker Cor-	70 ton, 50'6" single	10		
50'6"	poration	sheaved boxcars with		150089	612746
Class	(Berwick	outside posts, 10'0"		150081	612747
XM	Forge & Fabri-	sliding doors, rigid		150088	612748
Boxcars	cating Division	underframe, Class XM,		150064	612749
		as repaired by Chicago		150084	612750
		and North Western Trans-		150055	612751
		portation Company pur-		150073	612752
		suant to a Repair and		150283	612785
		Sale Agreement dated as		150300	612786
		of July 1, 1980		150297	612787

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 30 day of MARCH, 1981, before me personally appeared T.A. TINGLEFF, to me personally known, who being by me duly sworn, says that he/she is a VICE PRESIDENT of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Lee Swiontek
Notary Public

My commission expires: LEE SWIONTEK
 Notary Public
 Cook Co. Illinois
 My Commission Expires Oct. 27, 1984

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 27 day of MARCH, 1981, before me personally appeared Peter D. Horne, to me personally known, who being by me duly sworn, says that he/she is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(SEAL)

Bella Hudson Pummer
Notary Public

My commission expires:

My Commission Expires Oct. 30th, 1984